

PUBLIC SAFETY COMMITTEE

12-0532R

RESOLUTION AUTHORIZING AGREEMENT WITH ST. LOUIS COUNTY TO PERFORM POLICE SERVICES PURSUANT TO OPERATION STONE GARDEN AND ACCEPTING REIMBURSEMENT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION, THROUGH ST. LOUIS COUNTY IN AN AMOUNT NOT TO EXCEED \$40,438.14.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with St. Louis County pursuant to a FY 2011 operation stone garden grant from the Minnesota department of public safety, homeland security and emergency management division, under which grant agreement the city shall perform services to protect and secure the international border and port of entry between St. Louis County and Canada from July 1, 2012 through August 31, 2014.

FURTHER RESOLVED, that the proper city officials are hereby authorized to accept reimbursement from St. Louis County for stated services in an amount not to exceed \$40,438.14, funds to be deposited in Fund No. 215-200-2297-4210-02 (Duluth Police Grant Programs, Police, 2009 Operation Stone Garden).

Approved:



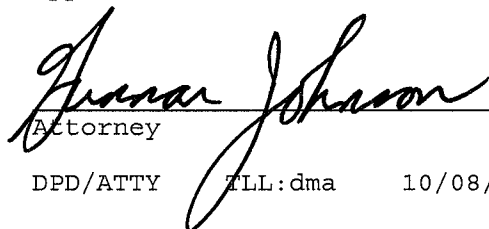
Department Director

Approved for presentation to council:




Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into an agreement with St. Louis County as the primary grantee of a FY 2011 Operation Stone Garden Grant. St. Louis County has previously accepted three Stone Garden Grants. The purpose of these grants is to increase law enforcement preparedness and operational readiness and to increase law enforcement presence on or near the international border with Canada. St. Louis County is the fiscal agent for these grants. Reimbursement of funds from St. Louis County will support the Duluth Police Department adding overtime patrols providing services under the grant. Operation Stone Garden is a federal initiative which provides funding to states bordering Canada.

**AGREEMENT FOR SERVICES
2011 OPERATION STONE GARDEN
ST. LOUIS COUNTY
CITY OF DULUTH**

THIS AGREEMENT, by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and ST. LOUIS COUNTY, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, County is the recipient of a grant from the U.S. Department of Homeland Security, Bureau of Customs and Border Protection, the terms of which are set forth in Operations Order OPSG-2011-DUM-St. Louis, Number 12-GFNDUM-11-001, Version 0 (hereinafter "Operations Order" attached hereto and incorporated by reference as Exhibit A), pursuant to which County is to act as fiscal agent for Operation Stone Garden, an operational plan designed to augment enforcement operations within the Duluth Border Patrol Station Area of Responsibility (hereinafter "Duluth AOR"); and

WHEREAS, pursuant to the terms of said Operations Order, City is to provide certain augmented patrol activities within its jurisdiction, for which it will be entitled to reimbursement pursuant to the terms of the Operations Order; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' respective rights and responsibilities in the implementation of said Operation Stone Garden Operations Order.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Professional Services

City agrees that it will, at the direction of Patrol Agent in Charge of the Duluth Border Patrol Station and in cooperation with County, provide those services designated to be provided by the Duluth Police Department in the Operations Order, and provide other necessary professional services generally relating thereto. In the event of any conflict between the terms of the Operations Order and this Agreement, the terms and conditions of the Operations Order shall control.

ARTICLE II

Reimbursement for Expenses

A. Reimbursement for Services

County hereby agrees to reimburse City for "Eligible Costs" incurred by it in the performance of the work under the terms and conditions of this Agreement in an amount not to exceed \$40,438.14. For the purposes of this Agreement, "Eligible Costs" shall mean the costs incurred by City for operational overtime and fringe benefits paid to or on behalf of employees providing services relating to the work provided hereunder at the rates set forth in Exhibit A. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as County shall reasonably request. Upon receipt of said request and the appropriate documentation, County shall promptly reimburse City for the "Eligible Costs" up to the amount set forth in Exhibit A.

B. Deposit of Funds

All reimbursement received pursuant to Paragraph A. above shall be deposited in City Fund 215-200-2297-4210-02.

ARTICLE III

Assignability

City shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

The Term of this Agreement shall be deemed to have commenced on July 1, 2012, and shall run through August 31, 2014.

ARTICLE V

Termination of Services

Either party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. City shall be reimbursed for services performed and expenses incurred prior to the date of termination, subject to the availability of the grant funding. Upon termination of this Agreement for any cause City shall be entitled to retain ownership and title to any vehicle and equipment purchased pursuant to the Operations Order.

ARTICLE VI

Standard of Performance

City agrees that all services to be provided to County pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by City in accordance with requirements prescribed by County and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

B. Documentation of Costs

City will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

City shall be responsible for furnishing to County records, data and information as County may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

City will make available during normal business hours all of its books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement to County for examination, duplication, transcription, and audit by the County, as often as County may deem necessary..

E. Information

All reports, data, information, documentation and material given or prepared by the City pursuant to this Agreement will be subject to the Minnesota Data Practices Act except as provided for in applicable Federal or state laws, rules, regulations or orders.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

ARTICLE IX

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

Both parties and their officers, agents, servants and employees as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

Both parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to County or City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

County: St. Louis County Sheriff
100 North 5th Avenue West
Room 103 Court House
Duluth, MN 55802

City: Chief of Police
City of Duluth
2030 N. Arlington Avenue
Duluth, MN 55811

ARTICLE XIII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page left intentionally blank, signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

**CITY OF DULUTH, a Minnesota
municipal corporation**

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

Countersigned:

City Auditor

ST. LOUIS COUNTY, a Minnesota County

By: _____
Keith Nelson, Chair of County Board

By: _____
Don Dicklich
Auditor/Clerk of the Board

By: _____
Ross Litman, Sheriff

Approved as to form and Execution:
MARK RUBIN, St. Louis County Attorney

By: _____
Tokunbo Okanla
Assistant County Attorney

Dated: _____

**U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report**

Op Order Name: OPSG-2011-DUM-ST. LOUIS
Op Order Number: 12-GFNDUM-11-001 Version 0
Op Dates: From: 6/1/2012 To: 5/31/2013
Report Date: 4/19/2012

Executive Summary

Operation Stone Garden St. Louis County 2011 (OPSG-2011-DUM-ST. LOUIS), a Category II Operation, is intended to augment enforcement operations in the Duluth Border Patrol Station (BPS) area of responsibility (AOR). OPSG-2011-DUM-ST. LOUIS will be focused on and near the international border and routes of egress from the border area and is designed to improve "border security and mitigate risk" within the Duluth AOR. Risk is defined by several factors to include but not limited to:

- Border security threats may originate from within and outside the U.S.
- The remoteness of Duluth's border area.
- Limited technology is available to monitor cross-border incursions in the Station's remote border zone.
- A primary transit corridor to the Central United States exists.
- The possibility that this transit corridor could be exploited to facilitate the movement of terrorist elements away from the U.S. border to the Homeland.
- The likelihood that threat elements will attempt to exploit these vulnerabilities in order to gain access to the Homeland.
- The potential of significant impact to the Homeland.

The Duluth BPS will collaborate with the St. Louis County Sheriff's Office (SLC) and other state, local or tribal (SLT) law enforcement agencies to increase the presence of law enforcement personnel on and near the international border and on egress routes from the border, to enhance situational awareness and strengthen operational control of the international border.

OPSG-2011-DUM-ST. LOUIS will support the objectives of the Border Patrol Strategic Plan to mitigate risk within the Duluth AOR. Effective partnerships and integration with participating agencies will assist the Border Patrol in identifying and mitigating its greatest risks utilizing gained information to deploy the appropriate Rapid Response to address identified threats. The operation will increase the probability of apprehending terrorists and weapons of terror illegally entering the United States, detecting and apprehending smugglers of humans, drugs and other contraband, and protecting the Homeland through strong law enforcement partnerships and rapid response to cross-border related incidents.

I. SITUATION

A. General Situation:

The majority of the Station's apprehensions are directly linked to strong partnerships with state, local and tribal law enforcement agencies. The Duluth

BPS remains reliant upon strong partnerships, as such; these partnerships are at the core of the Northern Border Resourcing Philosophy.

As a direct result of these forged partnerships, the Duluth BPS frequently receives requests for assistance from other law enforcement agencies encountering persons of interest including; special interest aliens, aliens from special interest countries, and criminal aliens.

Operation Stone Garden 2011 is intended to reinforce these partnerships, improve situational awareness, and increase the law enforcement presence, thereby, achieving a greater capability to prevent, protect against, and respond to border related security issues.

Participating SLT agency officials will be deployed to strategic patrol areas within Zone 33, Zone 71, Zone 38 and Zone 76 as designated by the Patrol Agent In Charge (PAIC) of the Duluth Station.

Station Zones:

Border Zone 33

Border Zone 33 consists of 57 miles of remote international boundary on the Minnesota boundary with Canada and the Province of Ontario. Zone 33 stretches from the Lake County and Saint Louis County, Minnesota line to Crane Lake, Minnesota. This zone includes a seasonal Port of Entry and limited hour Port of Entry. The seasonal Port of Entry is located on Highway 169 just east of Ely, Minnesota and is closed during winter. A limited hour Port of Entry is located on Crane Lake and conducts inspections of boaters, small aircraft and snowmobiles.

Transit Zone 71

Transit Zone 71 contains three main highway corridors leading from the Boundary Waters area; State Highway 61, Interstate 35, and U.S. Highways 2 and 53. The northern-most point of Interstate 35 terminates into the southern juncture of State Highway 61 in the City of Duluth. Highway 61 is the major north-south route exiting the Grand Marais AOR from Canada. Highway 53 exits the International Falls AOR into the Duluth AOR, and is also a direct route to/from Canada.

Border Zone 38 (Port of Duluth/Superior)

Border Zone 38 is the Seaway Port of Duluth/Superior. It is considered "Border" because it is operated as a 24/7 Port of Entry as the largest seaport on the Great Lakes. During the shipping season, 1,000 or more commercial shipping vessels may arrive in the port. In past years, well over 300 of these vessels, dependent on worldwide economic and commodity factors, may be foreign flagged vessels - Canadian or overseas, some with special interest aliens as crewmen. During the summer season recreational boating is also a popular water sport.

Transit Zone 76

Transit Zone 76 is comprised of the western-most portion of Lake Superior and contains multiple marinas, private docks and safe harbors. Recreational and commercial vessels returning or arriving from Canada, or overseas, frequent the area. Many recreational water craft transit to and from Canada without any expectation or regard for CBP enforcement of the I-68 program.

B. Terrain/Weather:

The northern topography of Minnesota consists of gently rolling hills with thick conifer and hardwood forests surrounding the highways and waterways. January's average temperature is in the single digits F (-teens C). During summer, temperatures can climb to above 90 degrees F for several days (32 degrees C). Nighttime summer temperatures occasionally dip below freezing.

C. Criminal Element:

There has been no specific criminal threat identified with the operation order. However, the generalized vulnerabilities of the northern border exist due to the vast remote terrain. Organized criminal groups and criminal individuals, such as outlaw motorcycle gangs, Asian drug trafficking organizations, and European crime groups identified by U.S. and Canadian authorities are known to be operating in the Great Lakes region. Therefore, SLT officers should expect to encounter activity at anytime during the operation. Officers should be prepared to encounter undocumented and special interest aliens, smugglers of contraband, weapons of mass effect, and other federal law violators.

D. Friendly Forces:

Minnesota Agencies:
St. Louis County Sheriff's Office (SLC)
Duluth Police Department, Duluth, MN (DPD)
MN Dept. of Natural Resources, Law Enforcement Division (MNDNR)

II. MISSION

The mission of OPSG-2011-DUM-ST. LOUIS is to increase the presence of law enforcement personnel at or near the international boundary and routes of egress from the border area, thereby, enhancing situational awareness and improving "border security and mitigating risk".

Operation Stone Garden 2011 will support the objectives of the National Border Patrol Strategy to improve "border security and mitigate risk" by increasing the probability of apprehending terrorists and weapons of terror illegally entering the United States, detecting and apprehending smugglers of humans, drugs and other contraband, and protecting the Homeland through strong law enforcement partnerships and rapid response to cross-border related incidents.

This operation does not extend any Federal authority to participating law enforcement agencies to enforce Federal immigration or customs laws.

III. EXECUTION

A. Management/Supervisor Intent:

The intent of OPSG-2011-DUM-ST. LOUIS is to address potential weaknesses in border security, increase law enforcement preparedness, enhance situational awareness and improve "border security and mitigate risk" at or near the international boundary and on routes of egress leading from the border.

This will be achieved by providing the "tools" to participating SLT agencies through operational overtime and equipment, thereby, enhancing the law enforcement presence in and around border and egress zones utilizing St. Louis County Sheriff's Office (SLC), Duluth Police Department (DPD), and Minnesota Department of Natural Resources (MNDNR) officers.

B. General Concept:

The general concept of OPSG-2011-DUM-ST. LOUIS is to utilize officers from the SLC, DPD, and MNDNR to increase the law enforcement presence in border and egress zones. The implementation of this operation will enhance situational awareness and intelligence collection and dissemination within the Duluth BPS AOR.

Officers will be assigned to strategic locations within Zone 33, Zone 71, Zone 76, and Zone 38 increasing the probability of apprehending terrorists, weapons of terror, and those who attempt to illegally enter or smuggle contraband across our Nation's sovereign borders through strong law enforcement partnerships and rapid response.

C. Specific Responsibilities:

1. The Duluth BPS will provide a pre-operation briefing to participating SLT agencies prior to the commencement of the operation.
2. Participating agencies will complete a bi-weekly overtime schedule one week in advance, or, as far in advance as is practical which will project the SLT officers involved in the operational overtime which will indicate the officers' names and overtime shifts to be performed. (Duluth BPS will provide further guidance)
3. Each respective agency will be responsible for the supervision of their participating officers.
4. Participating officials will notify Grand Forks Sector Dispatch (KAK-720) at 1-800-982-4077 at the beginning and ending of their OPSG overtime tour of duty.

5. Participating SLT officers can anticipate and will reasonably accommodate Border Patrol requests for Border Patrol Agents to conduct joint patrols in an SLT vehicle during OPSG overtime shifts.

6. Participating officials will contact the Duluth BPS through Grand Forks Sector dispatch at 1-800-982-4077 with regards to foreign nationals or suspicious activity with a nexus to the International Boundary, terrorism, and/or alien/narcotic smuggling.

7. Participating officials will provide the Duluth BPS a copy of any reports generated that are related to terrorism, alien or narcotic smuggling, and/or any incident with a nexus to the International Boundary.

8. Participating officials will complete an OPSG Daily Activity Report at the end of their OPSG overtime shift and e-mail a completed report to the Duluth BPS at OPSGDULUTH.cbp.dhs.gov.

9. In the event that a system connectivity issue arises, participating officers will fax a hard copy of the OPSG Daily Activity Report to the Duluth BPS at 218-720-5402.

10. Time sensitive information relating to border security shall be reported as soon as practical to the Duluth Border Patrol Office at 218-720-5465 or Grand Forks Sector dispatch (KAK-720) at 1-800-982-4077. Sector Dispatch will contact a Duluth agent and relay the information.

11. On duty Border Patrol Agents, Supervisory Border Patrol Agents, and the Duluth Station Lead Border Patrol Agent will be responsible for ensuring all actionable intelligence and encounter and arrest data is collected and reviewed. Supervisory Border Patrol Agents and the station Lead Border Patrol Agent will coordinate the dissemination of pertinent intelligence during the operation to partnering agencies.

12. Duluth BPS will compile the OPSG shift reports into a Monthly Activity Report for the duration of OPSG and submit them to GFN.

D. Coordinating Instructions:

State and local officers will be deployed to strategic patrol areas within Zone 33, Zone 38, Zone 71, and Zone 76 as designated by the PAIC of the Duluth Station.

Participating SLT agencies will provide officers and equipment for overtime shifts and patrol duties as outlined by patrol area.

Patrol Areas and Shift Requirements:

1. Interstate 35 to Highway 61 Corridor – Interstate 35 to Highway 61 within the City of Duluth.

- DPD will provide a minimum of two 12 hour shifts per week

2. Highway 53 North, Border Area* – U.S. Highway (USH) 53 from Cook to Orr, County Highways (CH) 23 and 24 to Crane Lake, CH 129 Voyageurs National Park (VNP), CH 123 and CH 122 (Kebetogama Lake), CH 116 (Echo Trail) to Ely, State Highway (SH) 1, CH 361 and CH 115 to Highway 53 at Cook.

*Note: The focus of this Patrol Area is on routes in northern St. Louis County to provide additional monitoring of the egress/regress routes near the International Boundary at Crane Lake, VNP, and the BWCAW at boat/canoe landings, resorts, and other known or likely staging areas. Resort Operators are known to report suspicious border activity and contact with area resorts and residents should be routine in this patrol area particularly in the Crane Lake area. Pertinent information should be reported immediately.

- SLC will provide a minimum of one 12 hour shift per week
- MNDNR will provide a minimum of one 8 hour shift per week

3. Highway 53 South – USH 53, USH 2, SH 33, CH 16, and CH 4, Duluth to Cook

- SLC will provide a minimum of one 12 hour shift per week

4. Harbor – To include the docks and connecting roadways within the Seaway Port of Duluth/Superior in Duluth, Minnesota.

- DPD will provide a minimum of two 12 hour shifts per week

5. Lake Superior – Marine patrols to include marina check and incoming vessels/boaters.

- The St. Louis County Sheriff's Office will conduct one marine patrol per month with two deputies, 8 hours each per month during the boating season, approximately 6 months.
- Minnesota Department of Natural Resources will conduct two marine patrols per month with two officers, 8 hours each per month during the boating season, approximately 4 months.

6. Boat/ATV/Snowmobile patrols in northern St. Louis County may be performed at the discretion and concurrence of the Duluth Station PAIC in accordance with outstanding memorandum(s) of understanding between the Department of Homeland Security and the appropriate land management agency governing the area to be patrolled.

7. Camp (canoe/boat) details within VNP and/or the BWCAW are authorized and may be performed at the discretion and concurrence of the Duluth Station PAIC in accordance with outstanding memorandum(s) of understanding between the Department of Homeland Security and the appropriate land management agency governing the area to be patrolled.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

1. Overtime

a. SLC

SLC will provide a combined total of 72 road patrols @ 12 hours per shift at an average of \$ 40.40 per hour during OPSG 11.

SLC Total Patrol Hours = 864 hours

The total cost for operational overtime shall not exceed \$ 34,905.60 (See calculations below).

72 road patrols x 12 hr. x \$ 40.40 per hr. = \$ 34,905.60

TOTAL SLC OT: \$ 34,905.60

b. DPD

DPD will provide a combined total of 72 road patrols @ 12 hours per shift at an average of \$ 40.40 per hour during OPSG 11.

DPD Total Patrol Hours = 864 hours

The total cost for operational overtime shall not exceed \$ 34,905.60 (See calculations below).

72 road patrols x 12 hr. x \$ 40.40 per hr. = \$ 34,905.60

TOTAL DPD OT: \$ 34,905.60

c. MNDNR

MNDNR will provide a combined total of 25 total patrols @ 8 hours per shift at an average of \$ 44.82 during OPSG 11.

MNDNR Total Patrol Hours = 200 hours

The total cost for operational overtime shall not exceed \$ 8,964.00 (See calculations below).

25 road Patrols x 8 hours x \$ 44.82 per hour = \$ 8,964.00

TOTAL MNDNR OT: \$ 8,964.00

TOTAL OPSG 11 OT: \$ 78,775.20

2. Fringe

a. SLC

SLC fringe benefits are estimated at 0.1585 of the total overtime funds and shall not exceed \$ 5,532.54 (See calculations below).

864 patrol hrs. x \$ 40.40 per hr. x 0.1585 = \$ 5,532.54

TOTAL SLC FRINGE: \$ 5,532.54

b. DPD

DPD fringe benefits are estimated at 0.1585 of the total overtime funds and shall not exceed \$ 5,532.54 (See calculations below).

864 patrol hrs. x \$ 40.40 per hr. x 0.1585 = \$ 5,532.54

TOTAL DPD FRINGE: \$ 5,532.54

c. MNDNR

MNDNR fringe benefits are \$ 7.64 per hour and shall not exceed \$ 1,528.00 (See calculations below).

200 Patrol hours x \$ 7.64 per hr. = \$ 1,528.00

TOTAL MNDNR FRINGE: \$ 1,528.00

TOTAL OPSG 11 FRINGE: \$ 12,593.08

3. Fuel

a. SLC

St. Louis County Sheriff's Office is not requesting Fuel reimbursements during this operation.

b. DPD

Duluth Police Department is not requesting Fuel reimbursements during this operation.

c. MNDNR

Fuel for any road, snowmobile, or boat patrols will be reimbursed.

Fuel for any aircraft patrols will not be reimbursed.

No additional fuel expenses will be authorized.

1) Road Patrols (includes ATV, Snowmobile, Truck/SUV and small boats)

MNDNR fuel is estimated at \$ 4.43 per gallon and is not to exceed \$ 1845.83. (See calculations below)

$5000 \text{ mi.} / 12 \text{ mpg} \times \$ 4.43 \text{ per gallon} = \$ 1845.83.$

TOTAL MNDNR FUEL: \$ 1845.83

TOTAL OPSG 11 FUEL: \$ 1845.83

MNDNR shall monitor their agency fuel expenditures to ensure adequate fuel for the duration of this operational period.

No additional fuel expenses will be authorized.

4. Maintenance

a. SLC

St. Louis County Sheriff's Office is not requesting Maintenance reimbursements during this operation.

b. DPD

Duluth Police Department is not requesting Maintenance reimbursements during this operation.

c. MNDNR

1. Road Patrols (includes ATV, Snowmobile, Truck/SUV and small boats)

MNDNR will receive \$ 7.57 per hr. for the use of their vehicles.

MNDNR will claim \$ 7.57 per hr. per overtime shift worked. MNDNR will receive a total not to exceed \$ 1,514.00 for maintenance costs (See calculations below).

$25 \text{ shifts} \times 8 \text{ hrs} \times \$ 7.57 \text{ per hr} = \$ 1,514.00$

2. Marine Patrols (Lake Superior Marine Unit)

No "Marine" Maintenance funds requested by the MNDNR.

TOTAL MNDNR MAINTENANCE: \$ 1,514.00

TOTAL OPSG 11 MAINTENANCE: \$ 1,514.00

5. Equipment

a. SLC Equipment Request

St. Louis County Sheriff's Office is not requesting the purchase of Equipment during this operation.

b. DPD Equipment Request

Duluth Police Department is not requesting the purchase of Equipment during this operation.

c. MNDNR Equipment Request

MNDNR is requesting the following equipment:

1 dog sled x 3,500.00 = \$ 3,500.00.

Dog Harnesses, sled lines and web gear = \$ 400.00.

Snow hook, stake-out line, ice screws and miscellaneous hardware = \$ 400.00.

First-Aid Kit = \$ 200.00.

This equipment will be utilized by MNDNR while patrolling in border areas in support of border security. Much of the border area in the Duluth AOR is pristine wilderness and is not accessible via mechanized vehicle during the winter months. This equipment will be utilized by MNDNR to assist the Border Patrol with detecting possible intrusions, increase situational awareness, and provide provisions to Border Patrol Agents during winter operations.

TOTAL MNDNR EQUIPMENT: \$ 4,500.00

TOTAL OPSG 11 EQUIPMENT: \$ 4,500.00

Five percent (5%) of the awarded amount (\$ 104,190.00) will be retained by the Minnesota Homeland Security and Emergency Management (HSEM) State Administrator Agent (SAA). The amount that is to be retained by the SAA will be applied to the management and administration (M&A) of Stone Garden programs within the state of Minnesota.

$\$104,190.00 \times 0.05 = \$ 4,960.00$

TOTAL OPSG-2011-DUM-ST. LOUIS COST: \$ 104,188.11

M&A of five percent (5%) to be taken out by HSEM State SAA = \$ 4,960.00

(TOTAL OPSG-11-ST. LOUIS "Award": \$ 104,190.00)

Cost Estimates:

General Cost:	\$12,819.83
OT Cost:	\$91,368.28

Total Cost: \$104,188.11

B. Travel:

No travel cost included or required.

C. Lodging:

No lodging/meal cost required.

D. Reception of Detailed Personnel:

No detailed personnel required.

E. Uniform and Equipment:

Uniform and equipment will be provided by each respective agency.

F. Special Equipment:

No special equipment is required.

G. Alien Processing:

Alien processing will be completed by Border Patrol Agents at the Duluth Station.

H. Medical:

Any medical issues in the Duluth/Superior area can be handled by the following medical facilities:

I. Detention/Transportation:

Alien detention and transportation will be facilitated and or completed by Border Patrol Agents from the Duluth BPS.

J. Vehicles:

Vehicles will be provided by the respective agencies that are involved in this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Grand Forks Border Patrol Sector
2320 South Washington Street
Grand Forks, ND 58201-6348

Phone: 1-800-982-4077
Fax: 1-701-746-4238

Staff Officers:

Chief Patrol Agent
Austin Skero II
Phone: (701) 775-6259

Deputy Chief Patrol Agent
Dan M. Harris Jr.
Phone: (701) 775-6259

Assistant Chief Patrol Agent
Scott R. Blackwell
Phone: (701) 775-6259

Assistant Chief Patrol Agent
Brian L. Pigg
Phone: (701) 775-6259

Assistant Chief Patrol Agent
Andrew Althoff
Phone: (701) 775-6259

Assistant Chief Patrol Agent
Brian K. Widner
Phone: (701) 775-6259

B. Unit Command:

Duluth Border Patrol Station
4431 Endeavor Drive
Duluth, MN 55811
Phone: (218) 720-5465
Fax: (218) 720-5402

Officers:

Patrol Agent In Charge
John Donohoe
Phone: (218) 779-8906

Assistant Patrol Agent In Charge
Donn Gordon
Phone: (218) 349-8247

Supervisory Border Patrol Agent
Troy Bobbitt
Phone: (218) 349-3558

Supervisory Border Patrol Agent
Oscar Rios
Phone: (218) 349-7661

Supervisory Border Patrol Agent
Patrick F. Moroney
Phone: (218) 349-8352

Supervisory Border Patrol Agent
Marc Rauscher
Phone: (218) 341-8634

Supervisory Border Patrol Agent
Jonathan Steele
Phone: (701) 317-1676

*Participating agencies will be responsible for the supervision of their respective officers.

C. Communication Details:

All officials will have radio communication through their respective agency. If participating agencies require additional assistance, the officers will contact the Duluth BPS at (218) 720-5465 or Grand Forks Sector Dispatch at 1-800-982-4077.

D. Map Coordinates:

Notes:

	Longitude	Latitude
Degrees : Minutes : Seconds	92 : 9 : 3	46 : 48 : 4
Decimal	-92.1508	46.8011

Location Zone:

ANNEX

A. Administration Annex:

- B. Execution Annex:
- C. Communication Annex:

Media Action Plan:

Media inquiries will be forwarded to Grand Forks Sector Public Information Officer.

Legal Review:

Standard operational policies, laws and regulations apply.

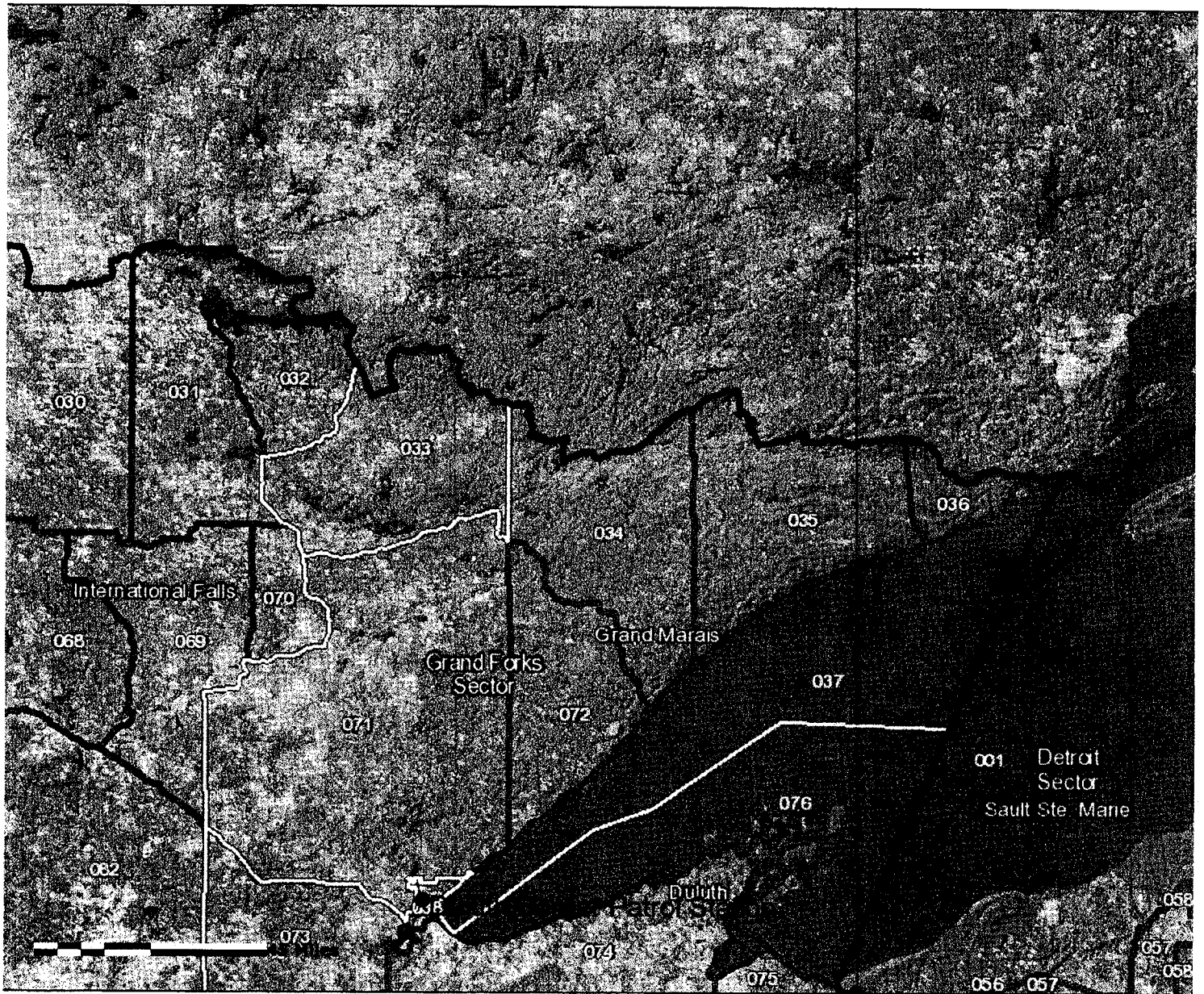
Risks:

No risks have been identified with this Op Order.	Low	No risks have been identified with this Op Order.	Low

Photos:

No photos have been associated with this Op Order.

eGIS Viewer



Legend